



# **Rhode Island Airport Corporation**

**December 2, 2008**

**REQUEST FOR PROPOSALS**  
**PROFESSIONAL DESIGN SERVICES**  
**AERONAUTICAL OBSTRUCTION SURVEY**  
**T.F. GREEN AIRPORT (PVD)**  
**CONTRACT NO. 23047**

**Approved by:**

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Ahmed Shihadeh, CM  
Manager of Engineering

**Approved by:**

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Brian Schattle  
Chief Financial Officer

## **TABLE OF CONTENTS**

<b><u>SECTION</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE #</u></b>
I.....	Introduction .....	2
II.....	Project Background/Description .....	3
III.....	Proposal Requirements.....	4
IV.....	Evaluation Criteria .....	5
VI.....	Project Administration .....	6
VI.....	Time of Completion .....	6
VII.....	Method of Payment .....	6
VIII.....	Record keeping .....	7
IX.....	Insurance Requirements .....	7
X.....	Disadvantaged Business Enterprise..... Participation and Identification Requirements	8
XI.....	Federal Contract Requirements .....	8
XII.....	Professional Services Agreement .....	9

**PROFESSIONAL DESIGN SERVICES  
AERONAUTICAL OBSTRUCTION SURVEY  
T.F. GREEN AIRPORT (PVD)**

**I. INTRODUCTION**

A. The Rhode Island Airport Corporation (RIAC) is requesting proposals from Architectural/Engineering (A/E) consulting firms to provide professional engineering, surveying, and aviation planning and project management services related to the completion of the aeronautical obstruction survey at T.F. Green Airport (PVD) for supporting the preferred alternative four (4) runway ends. The project will consist of preparing a comprehensive study that shall comply with current Federal Aviation Administration (FAA) standards and criteria. These consist of Federal Aviation Regulations (FAR) and of Advisory Circulars (AC) 150/5300-16/17/18 current editions. The Consultant shall submit all data collected in the format specified in the Advisory Circulars to RIAC and FAA.

**B. SUBMITTAL REQUIREMENTS**

Submit five (5) printed and one (1) electronic copies of your proposal to the address below by 4 p.m. (Eastern Time), December 31, 2008. The proposals shall be limited to twenty-five (25) pages and must be addressed to:

Beth Tetreault  
Procurement Specialist  
Rhode Island Airport Corporation  
T.F. Green Airport  
2000 Post Road  
Warwick, RI 02886-1533

Late proposals will not be accepted. Questions concerning this Request are to be submitted in writing to Beth Tetreault, at the above address, or via e-mail at [btetreault@pvdairport.com](mailto:btetreault@pvdairport.com). Responses to questions concerning this RFP may be shared with each proposing firm to ensure equal awareness of important facts and details.

**C. Geographic Location:**

T. F. Green Airport is centrally located within Warwick, RI, approximately 8 miles southwest of Providence, RI. The airport is bounded by Airport Road to the north, Main Avenue to the south, Post Road (U.S. Route 1) to the west, and by Warwick Pond and privately owned property to the east.

## II. **PROJECT DESCRIPTION:**

RIAC intends to enter into a contract with one qualified consulting firm to prepare runway end aeronautical obstruction survey services to support the development of the operationally preferred four (4) runway ends at PVD airport. The detailed scope of work will be developed in conjunction with the selected consultant and FAA.

The airport ground surveys and collection of aerial imagery of the survey area will be performed in accordance with FAA and RIAC guidance. Information gathered and presented in this contract will be considered property of RIAC. The consultant will be required to follow FAA guidance, as well as interact with and provide survey information to obtain approval from the National Geodetic Survey (NGS) Aeronautical Survey Program. Once completed, the consultant will provide FAA and RIAC the required survey and related information.

The data for this work will be collected in accordance with the latest versions of the FAA advisory circulars (AC) indicated below:

1. AC 150/5300-16 (current edition) "General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey."
2. AC 150/5300-17 (current edition) "General Guidance and Specifications for Aeronautical Survey Airport Imagery Acquisition and Submission to the National Geodetic Survey."
3. AC 150/5300-18 (current edition) "General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards."
4. Supplemental Instructions to identifying any additional survey requirements of the airport such as departure operations or other planning or airport design requirements will be provided on a case-by-case basis.

RIAC will provide the following assistance to the selected consultant:

- Access to RIAC CADD files, where available.
- Access to preliminary planning studies.
- Access to appropriate RIAC officials for interviews.
- Access to the airport along with accompaniment of knowledgeable RIAC officials.

### III. **PROPOSAL REQUIREMENTS**

The purpose of this request is to determine, first, if your firm is qualified to undertake such work and, secondly, if your firm is currently available for such an assignment. Bound proposals must include information from the lead firm and any sub-consultant firms which will aid in the evaluation process. Information that must be submitted by the consultant will include, but need not be limited to, the following:

1. Consultant shall keep proposals to less than twenty five (25) double sided 8 ½ x 11 pages, not including resumes.
2. Statement of Project Understanding - In a narrative format, provide your general understanding of the project as broadly outlined in other sections of this request. Identify any potential challenges or special concerns that may be encountered.
3. Technical Approach/Scope of Work Outline - Provide a technical approach for completing the project, including an outline of a recommended preliminary scope of work. Include a brief description of anticipated milestones, and how quality control will be integrated into the project.
4. Management Approach - Provide an overall Management Plan or organizational chart for the project. Discussion should include, but not be limited to, project organization, assignment and duties of key staff, and coordination/communication procedures with RIAC and other entities, as necessary.
5. Qualification of Firm(s) - Provide relevant information about the qualifications and capabilities of the A/E to perform the project. List recent relevant experience with similar projects (include year of project completion). Provide at least three recent references and indicate the A/E's reputation for personal and professional integrity and competence.
6. Resumes of Proposed Key Staff - Provide a resume for the Principal-in-Charge, Project Manager, and other key staff, including qualifications and relevant experience.
7. Compliance with Laws and Regulations – A/E must indicate that it will comply with all applicable Federal, State and Local regulations and laws, including an Affirmative Action Program and the 10.04% Disadvantaged Business Enterprise (DBE) program goal established for this contract. The A/E must list proposed DBE firms with certification numbers, indicating proposed percent participation and area of involvement by each firm, as necessary.

#### IV. EVALUATION CRITERIA

- A. A qualification based selection process conforming to FAA 150/5100-14D (current edition) will be utilized. Fee information will not be considered in the selection process and should not be submitted with the proposal.
- B. A selection committee from RIAC will review the proposals to determine which consultant is best qualified to perform the professional services. Depending upon the number of proposals, RIAC may select directly from the list of proposing firms, or may develop a shortlist of firms and invite them to interviews for final selection. The firm that achieves the highest overall ranking will be considered the top-ranked firm by the Selection Committee. The decision as to the process, timing, and selection will be based entirely on the judgment of RIAC's selection committee. The proposals will be evaluated using the following criteria:
  - 1. Having the necessary airport experience on similar projects, organization, technical and managerial staff, and the facilities to carry out this work. (30%)
  - 2. Having an adequate past record of performance on similar airport projects, verifiable through references. (25%)
  - 3. Having familiarity with the Airport and the surrounding area. (10%)
  - 4. Having the financial and personnel resources for the performance of the Contract, or the ability to obtain such resources. (20 %)
  - 5. Commitment to include Disadvantaged business Enterprise (DBE) firms on the team in order to meet or exceed the project participation goal. (5%)
  - 6. The A/E's ability to respond promptly when the need arises to be at the Airport. (5%)
  - 7. The results of interviews, **IF** interviews are to be held. (5%)
- B. Selection of the A/E will be based on the above criteria, without reference to cost, fees or man-hours. A/E shall not include or make reference to cost, fees or man-hours in any portion of the proposal.

V. **PROJECT ADMINISTRATION**

- A. Within one (1) week after receipt of a written Notice to Proceed issued by RIAC, the Consultant will be prepared to begin the work covered by contract and will diligently execute the work to be performed on an as-required basis to RIAC's satisfaction and in accordance with the tasks specified, unless otherwise directed by RIAC.
- B. At all meetings between RIAC and the Consultant held in connection with the project, the Consultant shall take minutes of all topics discussed and depositions or conclusions reached. Within two (2) weeks, the Consultant shall prepare a formal set of meeting minutes and submit same to the RIAC Project Manager for approval. The Consultant will inform the RIAC Project Manager on no less than a monthly basis as to the progress of the work and any problems or issues affecting the completion of the task(s).
- C. The Consultant's work shall be under the direction and control of its key personnel identified in the Technical Proposal. Any changes in key personnel shall be requested in writing and require written approval by the RIAC Manager of Engineering. Sub-consultants and key personnel thereof shall be as identified in the Technical Proposal. Any changes in sub-consultants or key personnel thereof shall be requested in writing, and require written approval by the RIAC Manager of Engineering prior to a change. Upon written direction by RIAC, any Consultant employee whose service is deemed unsatisfactory for any reason shall be removed from the project and replaced by a qualified individual.

VI. **TIME OF COMPLETION**

- A. Upon conclusion of contract negotiations (which will be based on coordination with the FAA and RIAC regarding the scope of work) the selected consultant and RIAC will mutually agree upon reasonable completion times for various tasks or work efforts required for this Project. It is understood, however, that the conduct of any or all of the phases will be as prompt as possible, with all reasonable attempts made by each party to complete the project based upon an agreed-to schedule.

VII. **METHOD OF PAYMENT**

- A. The specific method of payment for services to be rendered (i.e., lump sum, time and materials, etc.) shall be as set forth in Professional Services Agreement Exhibit "D"(attached) or as separately established by Task Order. RIAC shall pay in accordance with monthly invoices to be submitted. Invoices for lump sum type contracts shall be based on percent complete of total project.
- B. Out-of-pocket (direct) expenses shall be listed separately on any invoice and shall be in compliance with Professional Services Agreement Attachment "D-2" to Exhibit "D".
- C. Subcontractors are to be considered as a direct expense when invoicing. No consultant mark-up will be allowed for subcontractor services.

## VIII. **RECORD KEEPING**

- A. All reports, plans, drawings or information prepared by the A/E pursuant to the services to be performed shall remain the property of RIAC and the consultant shall not have the right to use, duplicate or disclose data or materials, in whole or in part, in any manner for any purpose whatsoever, without the prior approval of RIAC.

## IX. **INSURANCE REQUIREMENTS**

- A. The A/E shall be prepared to carry and maintain in full force and effect for the duration of any contract, and any supplements thereto, the insurance specified below. The A/E will be expected to submit to RIAC a certificate of insurance indicating the existence of the coverage required at the time of contract negotiations for a specific project or service. Should insurance coverages not be documented by the A/E at time of contract negotiations, RIAC has and maintains the right to consider the firm non-responsive, and to terminate contract negotiations, if necessary.
- B. The Consultant shall ensure that insurance shall be provided by or on behalf of all sub-consultants to cover services performed under any contract, and included in all subcontracts. The A/E shall not be issued the Notice to Proceed until evidence of the insurance coverage required has been received, reviewed, and approved by RIAC for the consultant and any sub-consultant proposed for the project.
- C. The A/E shall provide and maintain, at his own cost, the following minimum insurance:
  - a. Errors and Omissions Coverage with minimum limits of \$1,000,000 per occurrence.
  - b. Motor Vehicle Liability Insurance with limits of \$1,000,000.
  - c. Worker's Compensation coverage to Rhode Island statutory limits or documentation evidencing an approved self-insurance program.
  - d. General Liability limits of \$1,000,000 per occurrence.
  - e. Umbrella Liability limits of \$10 million excess of \$1,000,000 primary layer for airfield construction inspection services, otherwise \$5,000,000
  - f. On all policies of insurance, RIAC, the State of Rhode Island and/or its designated representative shall be named as additional insured, except for Errors and Omissions insurance and Worker's Compensation.



X. **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION AND IDENTIFICATION REQUIREMENTS**

In accordance with Title 49 CFR.26, it is RIAC's policy to provide Disadvantaged Business Enterprises (DBE) the opportunity to compete and/or participate in the performance of RIAC contracts

A Disadvantaged Business Enterprise (DBE) participation goal of 10.12% has been established for this contract. A/E must list all DBE firms with certification numbers, indicating proposed participation and area of involvement by each firm as necessary.

XI. **FEDERAL CONTRACT REQUIREMENTS**

This contract shall comply with required Federal provisions established by law and statutes. The requirements for Professional Services contracting are:

Civil Rights Act of 1964, Title VI - Contractor Contractual Requirements - 49 CFR Part 21/AC 150/5100-15,

Airport and Airway Improvement Act of 1982, Section 520 - Title 49 U.S.C. 47123/AC 150/5100-15, Para. 10c,

Disadvantaged Business Enterprise - 49 CFR Part 26,

Contract Assurance (§26.13) The contractor or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

The contractor shall carry out applicable requirements of 49CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or such other remedy as the recipient deems appropriate.

Lobbying and Influencing Federal Employees - 49 CFR Part 20,

Access to Records and Reports - 49 CFR Part 18.36/FAA Order 5100.38,

Breach of Contract Terms - 49 CFR Part 18.36,

Rights to Inventions - 49 CFR Part 18.36/FAA Order 5100.38,

Trade Restriction Clause - 49 CFR Part 30/FAA Order 5100.38,

Veteran's Preference - Title 49 U.S.C 47112/AC 150/5100-6d,

Termination of Contract - 49 CFR Part 18.36/FAA Order 5100.38, and

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - 49 CFR Part 29/FAA 5100.38.

Davis Bacon Wage Requirements

**XII. PROFESSIONAL SERVICES AGREEMENT**

By attachment, the RIAC Standard Professional Services Agreement (PSA) becomes part of this RFP. Upon successful negotiations and mutual agreement of the scope, schedule, compensation and detailed language, a PSA is expected to be entered into with the selected contractor. Any and all exceptions must be noted in the response to this RFP.

# PROFESSIONAL SERVICES AGREEMENT

for

(ENTER TYPE OF SERVICES)

Contract No. XXXXX

PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the "AGREEMENT"), entered into as of (ENTER DATE OF AGREEMENT), by and between (ENTER CONSULTANT NAME AND ADDRESS), (hereinafter referred to as "CONSULTANT") and the Rhode Island Airport Corporation (hereinafter referred to as "RIAC"),

## WITNESSETH THAT:

WHEREAS, RIAC has a need for professional services associated with (ENTER BRIEF DESCRIPTION OF SERVICES) and related services as detailed in Exhibit B (hereinafter referred to as the "SERVICES") for (ENTER AIRPORT OR AIRPORTS NAME) (hereinafter referred to as the "AIRPORTS");

WHEREAS, RIAC has the authority to contract for such professional SERVICES; and

WHEREAS, CONSULTANT represents that it is experienced and has the capability to perform such SERVICES;

NOW THEREFORE, the parties do mutually agree as follows:

### 1. ENGAGEMENT OF CONSULTANT

RIAC hereby engages CONSULTANT and CONSULTANT hereby agrees to do, perform and carry out the SERVICES in accordance with this AGREEMENT upon RIAC providing written authorization to proceed. The term of this Agreement shall be for \_\_\_\_\_. (INSERT TERM INFORMATION)

## **2. TASK ORDERS AND SCOPE OF SERVICES**

Task orders, in the general form shown on Exhibit "A", shall be used to describe the parties' mutual agreement on the scope of services, schedule, compensation and any other particulars ("Task Orders"). Task Orders are binding only after acceptance and execution by duly authorized representatives of both parties. Each Task Order shall govern the parties' rights and obligations with respect to each assignment, but all within the framework of this AGREEMENT. In the event of an inconsistency between the terms of any Task Order and the terms of this AGREEMENT, the terms of this AGREEMENT shall govern.

## **3. RIAC'S RESPONSIBILITY**

RIAC shall perform and provide the following in a timely manner: (i) place, at **CONSULTANT'S** disposal, all available information in its possession pertinent to the SERVICES, including previous reports, drawings, specifications or any other data as may be reasonably required by CONSULTANT to perform the SERVICES; (ii) give prompt written notice to CONSULTANT whenever RIAC becomes aware of any information that affects the scope or timing of CONSULTANT'S SERVICES, or any defect in the CONSULTANT SERVICES; and (iii) obtain, on behalf of CONSULTANT, access to all public and private property as necessary for the performance of the work to be undertaken by CONSULTANT pursuant to the SERVICES, and any Task Order issued pursuant thereto.

## **4. CHANGES/AMENDMENT**

No changes or amendments to this AGREEMENT or any Task Order shall be made unless agreed to in writing by both RIAC and CONSULTANT. No restrictions, promises, warranties, covenants or undertakings shall exist other than those expressly set forth in the AGREEMENT or any duly executed Task Order.

## **5. STANDARD OF CARE/WARRANTIES**

CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the SERVICES as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. CONSULTANT warrants that: (i) it has the authority and right to enter into this AGREEMENT and any Task Order, to perform services and provide materials, information and deliverables hereunder, and that its obligations hereunder are not in conflict with any other CONSULTANT obligation; (ii) each of its employees has the proper skill, training and background necessary to accomplish their assigned tasks; (iii) all services will be performed in a competent and professional manner, by qualified personnel authorized, as necessary under applicable State and Federal laws to perform the work necessary to complete the SERVICES, and will conform to RIAC's requirements hereunder and all applicable State and Federal laws; (iv) neither any deliverables, information, or materials, nor the performance of any services by CONSULTANT will infringe upon or violate the rights of any third party and RIAC shall receive free and clear title to all works, materials, information and deliverables prepared and/or developed in connection with this AGREEMENT; and (v) RIAC shall have the right to use for its own purposes, any ideas, methods, techniques, materials and information provided to or otherwise obtained by RIAC as a result of this AGREEMENT, without restriction, liability or obligation, except as may be specified herein.

## **6. INSURANCE**

CONSULTANT shall maintain the insurance coverages specified on Exhibit "C" during the term of this AGREEMENT.

## **7. SUB-CONSULTANTS**

- (a) Without limiting the ability of CONSULTANT to hire sub-consultants or sub-contractors in accordance with this AGREEMENT, RIAC shall have the right to require CONSULTANT to engage sub-consultants or sub-contractors

(reasonably acceptable to CONSULTANT) to perform any of the work required for the successful completion of the SERVICES or any Task Order under this AGREEMENT.

- (b) In the event that CONSULTANT proposes to engage a sub-consultant or sub-contractor to perform work required pursuant to any Task Order, such Task Order shall include the name of each sub-consultant or sub-contractor performing the task and a detailed description of the work to be performed by each sub-consultant or subcontractor. Reference to any sub-consultant or subcontractor in an approved Task Order executed in accordance with this AGREEMENT shall be deemed written approval by RIAC of the sub-consultant or sub-contractor, but only insofar as and to the extent that the work to be performed by the sub-consultant or sub-contractor is described in such Task Order.
- (c) Except as authorized above, none of the services to be provided by CONSULTANT pursuant to this AGREEMENT shall be sub-contracted or delegated, in whole or in part, to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of RIAC, such approval to be at RIAC's sole discretion.
- (d) CONSULTANT shall enter into a written agreement with each such sub-contractor or sub-consultant pursuant to which each such sub-contractor or sub-consultant agrees to be bound by the terms and conditions of this Agreement. RIAC shall have right to obtain a copy of any proposed subcontract upon request.

## **8. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

- (a) In connection with the performance of this AGREEMENT, CONSULTANT shall cooperate with RIAC in meeting its commitments and goals with respect to the maximum utilization of Disadvantaged Business Enterprises (DBEs). CONSULTANT shall use reasonable efforts to ensure that DBEs shall have

the maximum opportunity to compete for sub-consultant and sub-contractor work under this AGREEMENT in accordance with RIAC's requirements relating to disadvantaged businesses. The stated goal for DBE participation under this AGREEMENT is **(ENTER DBE GOAL IN WORDS) (Nos %)**.

- (b) On a monthly basis, in such form as RIAC may require, CONSULTANT shall provide a written report setting forth the efforts undertaken by CONSULTANT to comply with the requirements of this section and the level of participation of disadvantaged enterprises in the work undertaken pursuant to this AGREEMENT. Such report shall accompany the monthly invoices for payment submitted by CONSULTANT.

## **9. INDEMNIFICATION**

CONSULTANT agrees to defend, indemnify, and hold RIAC and the State of Rhode Island harmless from and against legal liability for all claims, demands, causes of action, judgments, losses, damages, and expenses (including, without limitation, attorneys' fees and court costs) to the extent such claims, demands, causes of action, judgments, losses, damages, or expenses are caused by (or in the case of the duty to defend are alleged to be caused by) (i) CONSULTANT's failure to properly perform its SERVICES under this AGREEMENT or any Task Order, or (ii) the negligent or willful acts, errors or omissions of CONSULTANT's officers, employees, agents, or representatives in the performance of SERVICES under this AGREEMENT or any Task Order.

## **10. DISPUTE**

- (a) In the event of a dispute between RIAC and CONSULTANT arising out of or related to this AGREEMENT or any Task Order issued hereunder, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute within 15 calendar days of notice, each party shall nominate a senior

officer of its management to meet to resolve the dispute by direct negotiation or mediation.

- (b) Should such negotiation or mediation fail to resolve the dispute within an additional 15 calendar day period, the parties may agree to pursue resolution of the dispute by arbitration in accordance with the Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any State or Federal court seated in Rhode Island and having jurisdiction over such matter. CONSULTANT consents to the personal jurisdiction of such courts.
- (c) Unless this AGREEMENT is otherwise duly terminated, during the pendency of any dispute, the parties shall continue to fulfill their respective obligations hereunder.

## **11. DOCUMENTS PROPERTY OF RIAC**

All documents, data, plans, reports and other materials prepared by CONSULTANT under this AGREEMENT shall become the property of RIAC and, at RIAC's option, shall be provided to RIAC in the electronic medium specified by RIAC (provided CONSULTANT has such capability); provided, however, that CONSULTANT shall have the right to retain copies of such documents and other materials for its records.

## **12. DATA TO BE FURNISHED TO CONSULTANT**

All data, reports, records, plans, maps and other information as are available, in RIAC's custody, and necessary to carry out the SERVICES under this AGREEMENT shall be furnished to CONSULTANT, without charge by RIAC, in a timely manner. RIAC shall coordinate with and assist CONSULTANT in obtaining all other information necessary to carry out the SERVICES.



**13. COORDINATION BETWEEN RIAC AND CONSULTANT**

- (a) Continuing coordination and communication shall be maintained between CONSULTANT and RIAC to ensure the timely completion of the SERVICES. To expedite such coordination and communications, RIAC shall designate a staff member as its representative to whom CONSULTANT shall direct all correspondence, progress reports, requests for information or assistance and other materials.
- (b) The CONSULTANT's designee, identified on the applicable Task Order, shall serve as the representative of CONSULTANT for the SERVICES and he/she or another CONSULTANT staff member acceptable to RIAC shall attend all meetings upon the reasonable request of RIAC.

**14. PERSONNEL**

CONSULTANT represents that it has, or will obtain at its sole cost and expense, all personnel required to perform the SERVICES required under this AGREEMENT and all Task Orders issued hereunder. Any and all persons engaged by CONSULTANT to perform the SERVICES shall be considered employees of CONSULTANT, not RIAC.

**15. TIME IS OF THE ESSENCE**

The parties hereto agree that time is of the essence with respect to any deadline or schedule set forth in this AGREEMENT or any Task Order

**16. COMPENSATION**

RIAC agrees to pay CONSULTANT an amount in accordance with the Fee Arrangements set forth on Exhibit "D" and each Task Order.

## **17. METHOD OF PAYMENT**

- (a) The specific method of payment for SERVICES to be rendered (i.e., lump sum, time and materials, etc.) shall be as set forth in Exhibit “D” or as separately established by Task Order. RIAC shall pay CONSULTANT in accordance with monthly invoices to be submitted by CONSULTANT. Invoices for time and material type contracts shall cover SERVICES performed during the preceding month and shall be for an amount calculated from the actual number of hours expended on the work by each staff member and the hourly rates specified in Attachment “D-1” to Exhibit “D”. Invoices for lump sum type contracts shall be based on percent complete of total project.
- (b) Out-of-pocket (direct) expenses shall be listed separately on any invoice and shall be in compliance with Attachment “D-2” to Exhibit “D”.
- (c) Subcontractors are to be considered as a direct expense when invoicing. No consultant mark-up will be allowed for subcontractor services.
- (d) From the total of the amount determined by RIAC to be payable on an invoice, CONSULTANT shall deduct a pre-determined percentage as set forth in Exhibit “D”, to be held as retainage and paid by RIAC upon completion of the Project.
- (e) RIAC shall pay CONSULTANT invoiced amounts within thirty (30) days after the date RIAC’s Executive Vice President deems said invoice to represent a true and accurate detail of work performed and expenses. Invoices are due on the 15<sup>th</sup> of the month or the next business day should the 15<sup>th</sup> of the month fall on a weekend or State of Rhode Island recognized holiday. Invoices shall be accompanied by supporting documentation as required by RIAC.

## **18. TERMINATION OF AGREEMENT FOR CAUSE OR RIAC'S CONVENIENCE**

- (a) This AGREEMENT may be terminated by either party upon written notice in the event of default under this AGREEMENT by the other party; provided, however, the non-performing party shall have fourteen (14) calendar days from the receipt of the termination notice to cure such default or to submit a plan for curing such default that is acceptable to the other party.
- (b) RIAC may terminate or suspend performance of this AGREEMENT for RIAC's convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the SERVICES on a schedule acceptable to RIAC, and RIAC shall pay CONSULTANT for SERVICES performed.
- (c) The provisions of this Article shall also apply to each individual Task Order, separate and apart from any other Task Order, and without terminating or otherwise affecting this AGREEMENT as a whole.

## **19. NOTICES**

Except as provided for otherwise herein, all notices, requests, demands and other communications required or permitted pursuant to this AGREEMENT shall be made in writing and shall be deemed to have been duly given if personally delivered or deposited in the United States mail, first class postage prepaid and addressed as follows:

TO RIAC:	Kevin Dillon, A.A.E. President/CEO Rhode Island Airport Corporation T. F. Green Airport 2000 Post Road Warwick, RI 02886
TO:	(ENTER CONSULTANT NAME) (CONTACT NAME/TITLE/ADDRESS)

or to such other person or address as either party may specify by notice given as provided herein to the other party.

**20. FINDINGS CONFIDENTIAL**

Except as required by law, CONSULTANT shall not, at any time, divulge to any person any proprietary information or fact relating to the conduct, management or business of RIAC. All information relating to the details of the SERVICES and any other documents, data, plans, reports or other materials provided to or acquired by CONSULTANT in connection with this AGREEMENT shall be treated as confidential and used only in the performance of the services hereunder for the advancement of the interests of RIAC and the SERVICES. Except as required by law, no documents, data, plans, reports or other materials provided to or prepared or assembled by CONSULTANT in connection with this AGREEMENT shall be made available to any other individual or organization by CONSULTANT without prior written approval of RIAC.

**21. ASSIGNABILITY**

This AGREEMENT shall be binding upon and inure to the benefit of the successors, assigns or affiliates of CONSULTANT and RIAC. This AGREEMENT may not be assigned by either party hereto, in whole or in part, without the expressed written consent of the other party hereto and any attempted assignment in contravention of this provision shall be void and of no effect.

**22. NO THIRD-PARTY RIGHTS**

This AGREEMENT shall not create any right in or benefit to parties other than RIAC and CONSULTANT and their assignees or successors.

**23. NO JOINT VENTURE**

Nothing herein shall be construed to imply a joint venture or principal and agent relationship between RIAC and CONSULTANT, and neither party shall have any

right, power, or authority to create any obligation, express or implied, on behalf of the other.

**24. NONDISCRIMINATION**

CONSULTANT agrees that, during the performance of this AGREEMENT, it shall not discriminate in its employment practices against any employee or applicant for employment because of the employee's or the applicant's race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin or disability. Any subcontract awarded under this AGREEMENT shall contain a like provision.

**25. AVAILABILITY OF RECORDS**

CONSULTANT shall keep time and expense records pertaining to the SERVICES performed under this AGREEMENT and make such records available to authorized representatives of RIAC during the term of the AGREEMENT and for a period of not less than three (3) years following the final payment for SERVICES performed under the AGREEMENT.

**26. NO WAIVER**

The failure of either party to enforce any time, or for any period of time, the provisions hereof shall not be construed as a waiver of such provisions or of the rights of such party to enforce each and every provision. No RIAC payment to CONSULTANT for SERVICES performed under this AGREEMENT shall be construed as a waiver of any rights under this AGREEMENT.

**27. APPLICABLE LAWS**

CONSULTANT agrees to perform the SERVICES required hereunder in compliance with all applicable local, State and Federal laws and the rules, regulations, and requirements promulgated by RIAC from time to time.

**28. SEVERABILITY**

If a provision of this AGREEMENT is or becomes illegal, invalid, or unenforceable in any jurisdiction, that will not affect: (a) the legality, validity or enforceability in that jurisdiction of any other provision of this AGREEMENT; or (b) the legality, validity or enforceability in any other jurisdiction of that or any other provision of this AGREEMENT.

**29. GOVERNING LAW**

This AGREEMENT shall be construed in accordance with the substantive and procedural laws of the State of Rhode Island, exclusive of its choice-of-law rules.

**30. AUDITS**

The Rhode Island Airport Corporation (RIAC) reserves the right to conduct from time to time an audit of consultant's work performed and all documents and records related thereto.

**31. FAA REQUIRED CLAUSE**

CONSULTANT, by execution of this AGREEMENT certifies that:

- (a) CONSULTANT is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United State Trade Representatives (USTR).
- (b) CONSULTANT has not knowingly entered into nor shall CONSULTANT enter into any contract or subcontract for these SERVICES with a subcontractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.

- (c) CONSULTANT has not procured nor shall CONSULTANT procure any product nor subcontracted for the supply of any product for use on the SERVICES that is produced in a foreign country on said list.
- (d) Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a subcontractor who is unable to certify the above. If CONSULTANT knowingly procures or subcontracts for the supply of any produce of service of a foreign country on the said list for use under this AGREEMENT, the Federal Aviation Administration (FAA) may direct, through RIAC, cancellation of the contract at no cost to the FAA or RIAC.
- (e) CONSULTANT agrees, by executing this AGREEMENT, it will incorporate this provision for certification without modification in each subcontract issued hereunder. CONSULTANT may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.
- (f) CONSULTANT shall provide immediate written notice to RIAC if CONSULTANT learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. CONSULTANT contracts with subcontractors shall require each subcontractor to provide immediate written notice to CONSULTANT if at any time it learns that its certification was or has become erroneous by reason of changed circumstances.
- (g) This certification is a material representation of fact upon which reliance was placed when entering into this AGREEMENT. If it is later determined that CONSULTANT or its subcontractor knowingly rendered an erroneous certification, the FAA may direct, through RIAC, cancellation of the contract or subcontract for default at no cost to RIAC or the FAA.
- (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the

certification required by this provision. The knowledge and information of a consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- (i) This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**32. ENTIRETY**

This AGREEMENT together with Exhibits, Task Orders, and attachments hereto, contains the entire agreement between the parties and supersedes any prior or inconsistent agreements, negotiations, representations and promises, written or oral.

**33. CAPTIONS**

The captions contained in this AGREEMENT are for reference only and are in no way to be construed as part of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be signed and intend to be legally bound hereby.

**ATTEST**

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**ATTEST**

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**RHODE ISLAND AIRPORT CORPORATION**

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**CONSULTANT**

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_



## **SAMPLE TASK ORDER**

**ENTER TASK ORDER NUMBER**  
**ENTER TYPE OF SERVICES**  
**For ENTER PROJECT NAME**  
**ENTER PROJECT CIP NUMBER**  
**AIP No. ENTER AIP NUMBER (if applicable)**  
**Contract No. ENTER CONTRACT NUMBER**

This Task Order is made as of this **(ENTER DATE)**, under the terms and conditions established in the PROFESSIONAL SERVICES AGREEMENT for **(ENTER PSA TYPE OF SERVICES)**, dated **(ENTER PSA DATE)** (the "AGREEMENT") between the Rhode Island Airport Corporation ("RIAC") and **(ENTER CONSULTANT NAME)** ("**CONSULTANT**").

### **Section A. - SERVICES**

A.1. CONSULTANT shall perform the following services:

**(ENTER DETAILED SCOPE OF SERVICES)**

(Collectively, "SERVICES").

A.2. In conjunction with the performance of the foregoing SERVICES, CONSULTANT shall provide the following submittals/deliverables (documents) to RIAC:

**LIST DELIVERABLES**

### **Section B. - Schedule**

CONSULTANT shall perform the SERVICES and deliver the related documents (if any) according to the following schedule:

**LIST MILESTONE DATES FOR SCHEDULE**

### **Section C. - Compensation**

C.1. In return for the performance by CONSULTANT of the obligations set forth in this Task Order, RIAC shall pay to CONSULTANT an amount not to exceed \$ , payable according to the following terms:

**ENTER PAYMENT TERMS OR CROSS EXHIBIT D TO AGREEMENT**

## **Section D. – Sub-consultants**

The following describes the scope, schedule and budget allocated to sub-contractors and sub-consultants used in performance of this Task Order.

### **LIST SUB-CONTRACTORS AND BUDGET INFORMATION**

The CONSULTANT shall ensure that all of the above-referenced sub-consultants agree to carry insurance and to indemnify RIAC on the same terms and conditions as required in the AGREEMENT or any exhibit or schedule thereto.

## **Section E. – Proposed Organization**

### **LIST NAME AND TITLE OF PROPOSED STAFF**

## **Section F. - RIAC's Responsibilities**

RIAC shall perform and/or provide the following in a timely manner. Unless otherwise provided in this Task Order, RIAC shall bear all costs incident to compliance with the following:

### **DEFAULT TO CONTRACT TERMS**

## **Section G. - Other Provisions**

The parties agree to the following additional provisions with respect to this specific Task Order:

### **ENTER OTHER PROVISIONS**

Except to the extent modified herein, all terms and conditions of the AGREEMENT shall continue in full force and effect.

**RHODE ISLAND AIRPORT CORP.**

**(ENTER CONSULTANT NAME)**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Kevin Dillon, A.A.E.

Name: \_\_\_\_\_

Title: President and CEO

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit "B"**

### **TASK ORDER No. 1**

**ENTER TYPE OF SERVICES**  
**For ENTER PROJECT NAME**  
**ENTER PROJECT CIP NUMBER**  
**AIP No. ENTER AIP NUMBER (if applicable)**  
**Contract No. ENTER CONTRACT NUMBER**

This Task Order is made as of this **(ENTER DATE)**, under the terms and conditions established in the PROFESSIONAL SERVICES AGREEMENT for **(ENTER PSA TYPE OF SERVICES)**, dated **(ENTER PSA DATE)** (the "AGREEMENT") between the Rhode Island Airport Corporation ("RIAC") and **(ENTER CONSULTANT NAME)** ("**CONSULTANT**").

#### **Section A. - SERVICES**

A.1. CONSULTANT shall perform the following services:

**(ENTER DETAILED SCOPE OF SERVICES)**

(Collectively, "SERVICES").

A.2. In conjunction with the performance of the foregoing SERVICES, CONSULTANT shall provide the following submittals/deliverables (documents) to RIAC:

**LIST DELIVERABLES**

#### **Section B. - Schedule**

CONSULTANT shall perform the SERVICES and deliver the related documents (if any) according to the following schedule:

**LIST MILESTONE DATES FOR SCHEDULE**

#### **Section C. - Compensation**

C.1. In return for the performance by CONSULTANT of the obligations set forth in this Task Order, RIAC shall pay to CONSULTANT an amount not to exceed \$ , inclusive of expenses, payable according to the terms set forth on Exhibit D to the AGREEMENT.

## **Section D. – Sub-consultants**

The following describes the scope, schedule and budget allocated to sub-contractors and sub-consultants used in performance of this Task Order.

### **LIST SUBCONTRACTORS AND BUDGET INFORMATION**

The CONSULTANT shall ensure that all of the above-referenced sub-consultants agree to carry insurance and to indemnify RIAC on the same terms and conditions as required in the AGREEMENT or any exhibit or schedule thereto.

## **Section E. – Proposed Organization**

### **LIST NAME AND TITLE OF PROPOSED STAFF**

## **Section F. - RIAC's Responsibilities**

RIAC shall perform and/or provide the following in a timely manner. Unless otherwise provided in this Task Order, RIAC shall bear all costs incident to compliance with the following:

### **DEFAULT TO CONTRACT TERMS**

## **Section G. - Other Provisions**

The parties agree to the following additional provisions with respect to this specific Task Order:

### **ENTER OTHER PROVISIONS**

Except to the extent modified herein, all terms and conditions of the AGREEMENT shall continue in full force and effect.

**RHODE ISLAND AIRPORT CORP.**

**(ENTER CONSULTANT NAME)**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Kevin Dillon, A.A.E.

Name: \_\_\_\_\_

Title: President and CEO

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit “C”**

**ENTER TYPE OF SERVICES**  
**For ENTER PROJECT NAME**  
**ENTER PROJECT CIP NUMBER**  
**AIP No. ENTER AIP NUMBER (if applicable)**  
**Contract No. ENTER CONTRACT NUMBER**

### **INSURANCE REQUIREMENTS**

1. CONSULTANT shall carry and maintain in full force and effect for the duration of this AGREEMENT, any supplements thereto, the insurance specified below. CONSULTANT shall submit to RIAC a certificate of insurance indicating the existence of such coverages prior to contract execution. If such insurance coverages are not maintained and documented by CONSULTANT, RIAC may consider the firm nonresponsive and may terminate this AGREEMENT.
2. The same insurance coverage shall be provided by or on behalf of all sub-consultants and sub-contractors engaged hereunder.
3. CONSULTANT (and all sub-consultants and subcontractors) shall provide and maintain, at its own cost, the following minimum insurance:

#### **(DEFAULT TO TERMS SPECIFIED IN THE RFP)**

4. RIAC and the State of Rhode Island shall be named as additional insured on all policies of insurance with the exception of the Errors and Omission (Professional Liability) and Worker's Compensation insurance.

## **Exhibit “D”**

**ENTER TYPE OF SERVICES**  
**For ENTER PROJECT NAME**  
**ENTER PROJECT CIP NUMBER**  
**AIP No. ENTER AIP NUMBER (if applicable)**  
**Contract No. ENTER CONTRACT NUMBER**

### **FEE ARRANGEMENTS**

1. **(ENTER CONSULTANT's NAME) (“CONSULTANT”)** fee to perform professional services set forth on an approved Task Order in conjunction with the AGREEMENT shall be invoiced on a not-to-exceed, time and materials basis and at the employee's actual hourly rate, not to exceed the approved billable rates caps (see Attachment “D-1”) used to perform the work, except in the case of a lump sum Task Order.
2. Reasonable out-of-pocket expenses for telephone calls, computer services, transportation and subsistence, reproduction of reports, express delivery and other services and materials, to include sub-consultant services will be billed at their actual cost, and in compliance with Attachment “D-2”.
3. Prior to initiating any work for SERVICES under this AGREEMENT, CONSULTANT shall submit, in both electronic and hard copy, a proposed written work scope of services, proposed schedule of completion, list of deliverables, and an fee based on the approved billing rates and reimbursables specified in the AGREEMENT, CONSULTANT will only proceed when RIAC provides written notice to do so.
4. Invoices are due on the 15<sup>th</sup> of the month and shall be accompanied by supporting documentation as required. Invoices shall be addressed to:

Project Controls Manager  
Rhode Island Airport Corporation  
2000 Post Road  
Warwick, RI 02886-1533

ATTACHMENT 'D-1'

Attachment D-1

## ATTACHMENT 'D-2'

The following has been established as acceptable expenses incurred while conducting RIAC business. It is recognized and anticipated that on certain occasions, circumstances may warrant deviations. In such cases, prior written approval must be obtained by the RIAC Project Manager.

1. Receipts must be submitted for all expenses. Documentation shall include detailed receipts for all expenses (credit card receipts are NOT acceptable). Reimbursable expenses may include the following:
  - The cost of travel. Modes of transportation that will adequately accommodate travel scheduling requirements and that are the most direct and cost effective to RIAC. The cost of air transportation shall not exceed the cost of coach airfare. Airfare will only be reimbursed up to the cost of coach airfare shown on the ticket, and not on the basis of any frequent flyer agreement.
  - Employees will be reimbursed for the use of personal vehicles at the GSA approved rate.
  - Ground transportation includes taxis, rental cars, buses and trains.
  - RIAC will reimburse up to a full size automobile rental when other means of ground transportation would not be deemed cost effective.
  - Parking costs, tolls, and other similar fees.
  - Consultants conducting business at T. F. Green Airport should park in the hourly parking lot and have their tickets validated by RIAC Staff. RIAC will not reimburse for parking at T. F. Green Airport.
  - All lodging will be at the single occupancy rate and must be supported and documented with detailed hotel receipts.
  - RIAC will pay for reasonable meals and tips. If tips are given, the amount should be reflected on the receipt for the meal.
  - Receipts for alcoholic beverages are NOT reimbursable.
  - All travel and expense reports must be submitted for payment within one (1) month of the travel or expense.
  - RIAC reserves the right to refuse payment of expenses submitted after one (1) month of being incurred.